

ATTACHMENT G

**CERTIFICATION OF TORONTO-DOMINION BANK AND TD GROUP US
HOLDINGS LLC**

To: United States Department of Justice
Criminal Division, Money Laundering and Asset Recovery Section
Attention: Chief, Bank Integrity Unit

United States Attorney's Office
District of New Jersey
Attention: U.S. Attorney

Re: Certification of Toronto-Dominion Bank and TD Group US Holdings LLC

Toronto-Dominion Bank, d/b/a "TD Bank Group" (the "Global Parent" or "TD Bank Group") and TD Group US Holdings LLC (the "U.S. Parent" or "TDGUS," and with TD Bank Group, the "Parents") hereby acknowledge that TD BANK, N.A. ("TDBNA") and TD BANK US HOLDING COMPANY ("TDBUSH") (together, the "Subsidiaries")—both wholly owned subsidiaries of the Parents—have agreed with the United States Department of Justice, Criminal Division, Money Laundering and Asset Recovery Section ("MLARS") and the United States Attorney's Office for the District of New Jersey ("the USAO-DNJ") (collectively the "Offices") to plead guilty in the District of New Jersey pursuant to the attached Plea Agreements and to make other commitments as reflected in the Plea Agreements and their Attachments.

The Parents, which are not defendants in this matter, hereby agree:

(1) to undertake the cooperation commitments in the Plea Agreements and Attachments on behalf of the operations of TD Bank Group;

(2) to ensure the Subsidiaries fully comply with the terms and conditions agreed to in the Plea Agreements and Attachments—including but not limited to the cooperation, disclosure, compliance, and monitor commitments made in Paragraphs 7, 10-11, 24-25 of TDBNA's Plea

Agreement; Paragraphs 7, 10-11, and 28-29 of TDBUSH's Plea Agreement; and Attachments C and D to the Plea Agreements;

(3) to execute, through designated executives, Attachments E and F to the Plea Agreements at the end of the term of probation, certifying the Subsidiaries' compliance with the disclosure and compliance obligations in the Plea Agreements and Attachments;

(4) they shall not make or cause to be made, through their attorneys, boards of directors, agents, officers, employees, consultants, or authorized agents (including contractors, subcontractors, or representatives), including any person or entity controlled by any of them, any public statement contradicting or excusing any statement of fact contained in the Statement of Facts, and if it or any of their direct or indirect subsidiaries or affiliates make any affirmative public statement in connection with the Plea Agreements, including via press release, press conference remarks, or a scripted statement to investors, the Parents shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Subsidiaries; and (b) whether the Offices have any objection to the release or statement;

(5) to agree to the undertakings regarding change in corporate form in Paragraph 9 of the Plea Agreements, including but not limited to ensuring that in the event of any change in corporate form, the successor in interest or purchaser agrees to the Plea Agreements and Statement of Facts, and the Parents notify the Offices of any anticipated change in corporate form;

(6) that in the event of a breach of the Plea Agreements, any prosecution relating to the conduct described in the Information and the Statement of Facts or relating to conduct known to the Offices prior to the date on which the Plea Agreements were signed that is not time-barred

by the applicable statute of limitations on the date of the signing of the Plea Agreements may be commenced against the Parents, notwithstanding the expiration of the statute of limitations, between the signing of this Plea Agreement and the expiration of the Term plus one year. Thus, the Parents agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of the Plea Agreement shall be tolled for the Term plus one year;

(7) that in the event of a breach of the Plea Agreements, any appropriate TD Bank entity shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charge(s) in the Informations described in Paragraphs 2 and 3 of the Plea Agreements, which may be pursued by the Offices in the U.S. District Court for the District of New Jersey or any other appropriate venue; and

(8) to voluntarily waive and give up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 and agree that, as of the date TDBNA and TDBUSH sign the Plea Agreements, the Parents will not dispute the Statement of Facts and the Statement of Facts shall be admissible against the Parents in any criminal case involving the Offices as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. The Parents agree not to assert any claim under the Federal Rules of Evidence (including Rule 410 of the Federal Rules of Evidence), the Federal Rules of Criminal Procedure (including Rule 11 of the Federal Rules of Criminal Procedure), or the United States Sentencing Guidelines (including U.S.S.G. § 1B1.1(a)) that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence (in any form). Specifically,

the Parents understand and agree that any statements that the Subsidiaries make in the course of their guilty pleas or in connection with the Plea Agreements are admissible against the Parents for any purpose in any U.S. federal criminal proceeding.

Failure to fully execute and comply with the above agreements shall be the basis for a breach of the Plea Agreements in the sole discretion of the Offices.

The General Counsels of the Parents, Jane Langford and Cynthia Adams, are duly authorized by the Boards of Directors of the Parents to sign this Certification on behalf of the Boards of Directors.

By: Jane Langford
Jane Langford
Toronto-Dominion Bank,
d/b/a "TD Bank Group"

Dated: October 9 / 24

By: Cynthia Adams
Cynthia Adams
TD Group US Holdings LLC

Dated: 10-9-24